



San Diego Unified Port District  
Phone: (619) 686-6392

## Purchase order

**Bill To:**

San Diego Unified Port District  
Attn: Finance Dept.  
P.O. Box 120488  
San Diego, CA 92112-0488

**Vendor Address**

EZDRONE INC  
7920 MIRAMAR RD SUITE 125  
SAN DIEGO CA 92126

**Ship To:**

San Diego Unified Port District  
San Diego CA 92101

**Information**

**PO Number** 4500022130  
**Date** 03/20/2018  
**Vendor No.** 5308411  
**Payment Terms** Payable immediately Due net  
**Buyer/Phone** Mark Adams / 619-686-6247  
**Delivery Date** 03/29/2018  
**Delivery Times** M-Th Excluding Holidays  
7:00AM to 11:45AM and  
12:30PM to 3:30PM  
Fridays by Appointment Only

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Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	ITEMS PRICED IN ACCORDANCE WITH VENDOR QUOTE #KAHN 1351. ITEMS TO BE PICKED UP AT VENDOR LOCATION BY HPD OFFICER ALEX KAHN OR DESIGNEE. HPD TO CONFIRM RECEIPT OF ITEMS PRIOR TO PAYMENT.				
0001	DJI PHANTOM 4 PRO	1	EA	1,499.99	1,499.99
0002	GPC DJI PHANTOM 4 PRO CASE	1	EA	239.00	239.00
0003	DJI SPARK FLY MORE	1	EA	599.99	599.99
0004	GPC SPARK CASE	1	EA	69.00	69.00
0005	DJI PHANTOM 3 HDMI MODULE	1	EA	99.00	99.00
0006	DJI PHANTOM 4 PRO BATTERY	3	EA	169.00	507.00
0007	4 IN 1 RAPID PHANTOM 4 CHARGE	1	EA	59.99	59.99
0008	RS SPARK 5 IN 1 RAPID CHARGER	1	EA	57.00	57.00
0009	DJI SPARK BATTERY	2	EA	49.00	98.00
0010	EZ SERVICE HALF HOUR - HDMI MOD. INSTALL	1	EA	37.50	37.50
				Net Value	3,266.47
				Tax	250.28
				Total Amount	3,516.75

INSTRUCTIONS TO VENDOR: This Purchase Order is subject to the attached Terms and Conditions.

SIGNATURE

*Mark K. Adams*

Director, Procurement Services or Authorized Designee  
(San Diego Unified Port District)

DATE

*3/20/18*

PRINTED ON: 03/20/2018 15:14:02

## TERMS AND CONDITIONS

The following terms and conditions shall form a part of all Purchase Orders issued by the San Diego Unified Port District (District) for the purchase of supplies, materials, and equipment (hereafter referred to as goods). This Purchase Order shall be administered and interpreted under the laws of the State of California.

**Acceptance** – No variation in any of the terms and conditions, deliveries, prices, quantity, or specifications of this Purchase Order will be effective without the written consent of the District.

**Assignment** – Vendor shall not assign or transfer any of its rights, duties, or obligations under this Purchase Order without the express written consent of the District. Any assignment or transfer of any rights, duties, or obligations of Vendor under this Purchase Order, which have not been consented to in writing by the District, shall not be binding upon the District.

**Shipping Instructions** – Delivery instructions and dates are set forth in this Purchase Order. Delivery dates and quantities are of the essence. The District may reject and/or return at vendor's expense any delivery of goods or part thereof received after the delivery date or in excess of the quantity specified in this Purchase Order. Delivery must be made as specified in this Purchase Order. Partial deliveries are accepted. Delivery of goods prior to the indicated delivery date will be accepted unless otherwise specified herein. Modification of delivery instructions will only be by approval of District's Manager of Distribution and Storage or the Buyer specified on the purchase order. **No C.O.D. deliveries will be accepted.**

**Risk of Loss** – It is the intent of the parties to this Purchase Order that all risk of loss and title to the goods covered by this Purchase Order shall pass at the F.O.B. point or other destination or shipping point indicated on this Purchase Order except as expressly directed otherwise in writing by the District.

**Substitutions** – All substitutions require notification to and the consent of District's Manager of Procurement Services or the District's Buyer whose name appears on this Purchase Order.

**Inspection** – The District shall have five (5) working days beginning the working day immediately after delivery of the goods to inspect delivered goods for conformance and acceptance. All material and workmanship shall be subject to inspection and test by District notwithstanding any inspection during manufacture or witness test at the plant of Vendor. Final inspection and acceptance of the goods ordered herein shall be after receipt by District. District reserves the right to reject any goods which do not comply with the specifications of this Purchase Order or which contain defective material or workmanship. Rejected goods shall be removed at the expense of Vendor including transportation, promptly after notification of rejection. Vendor shall bear all risk of rejected articles. Vendor shall furnish replacements for rejected goods within a reasonable time frame as determined by District. Vendor shall bear all costs of shipping for replacement goods, and shall comply with shipping and delivery instructions as indicated in this Purchase Order or as otherwise directed by District.

**Cancellation Procedures** – District may cancel this Purchase Order, or any part hereof, for cause in the event of default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of defective products and/or non-conforming products and failure to provide District in writing, upon request, of responsible assurance of future performance, shall be sufficient cause allowing District, in its sole discretion, to cancel this Purchase Order. In the event of cancellation for cause, Vendor shall be liable to District for any and all damages sustained by reason of default that gives rise to the termination. Acceptance of part of the order shall not obligate District to accept later shipments and shall not affect its rights to return goods already accepted.

**Warranties** – Vendor expressly warrants that all goods acquired pursuant to this Purchase Order shall conform to all specifications, drawings and samples which may have been provided to District by Vendor. There shall be an implied warranty of merchantability and fitness for intended use of all goods. Goods shall be of good merchantable quality, free from material defect, of good workmanship and fit for the known purpose for which sold or provided. Goods must conform to all safety and health orders of the State of California and federal regulations. Vendor warrants and represents that all the goods provided pursuant to this Purchase Order shall be free and clear of all liens, claims, encumbrances and infringements of any patents, trademarks, copyrights or franchise rights.

**Payments and Discounts** – Invoices against completed Purchase Orders are paid by District's Financial Services Department after authorization by the appropriate District department. Payment will be made within thirty (30) days after receipt of a correct invoice or acceptance of goods, whichever occurs later. Payment of invoices shall not constitute acceptance of the goods and invoices shall be subject to adjustment for defect in quality or failure of Vendor to meet District terms and conditions and Purchase Order specifications, if any. If District is entitled to a cash discount, the period of computation thereof will commence on the date of acceptance of correct, undamaged goods or receipt of a correctly completed invoice, whichever is later and **NOT** the date of the invoice. In the event Vendor reduces the price(s) for goods during the performance of this Purchase Order, Vendor shall reduce the price(s) correspondingly. Vendor warrants that prices shown on this Purchase Order shall be complete and no additional charges shall be added without written consent of the District's Manager of Procurement Services or the Buyer whose signature appears on this Purchase Order.

**Anti-trust Claims** – Vendor shall assign to District all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.A. § 15) or under the Cartwright Act (Chapter 2 [Commencing with Section 16700] of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods by Vendor for sale to District. Such assignments shall be made and become effective at the time District tenders final payment to Vendor without further acknowledgement by the parties.



7920 Miramar Rd. Suite 125  
San Diego, CA 92126  
www.ezdrone.com  
(858) 751-4644

**Bill To:**

Alex Kahn  
9517752526

**Order Status: Pending**

Item Name	Qty	Sold	Due	Price	Ext Price	Tax
DJI Phantom 4 Pro	1	0	1	\$1,499.99	\$1,499.99	T
DJI Phantom 3 HDMI Module	1	0	1	\$99.00	\$99.00	T
DJI Phantom 4 Pro Battery	3	0	3	\$169.00	\$507.00	T
4 in 1 Rapid Phantom 4 Charger	1	0	1	\$59.99	\$59.99	T
GPC DJI Phantom 4 Pro Case	1	0	1	\$239.00	\$239.00	T
DJI Spark Fly More	1	0	1	\$599.99	\$599.99	T
GPC Spark Case	1	0	1	\$69.00	\$69.00	T
RS Spark 5 in 1 Rapid Charger	1	0	1	\$57.00	\$57.00	T
DJI Spark Battery	2	0	2	\$49.00	\$98.00	T
EZ Service Half Hour	1	0	1	\$37.50	\$37.50	S
Total Qty Ordered: 13					0	13

Percent Unfilled: 100

Local Sales Tax

Subtotal: \$3,266.47  
8 % Tax: + \$258.32  
**TOTAL: \$3,524.79**

Deposit Balance: \$0.00  
Balance Due: \$3,524.79

**Refund and/or Exchange Policy**

1. Exchange can be requested under one of the following conditions: a. Product is unopened and unused in original packaging within 7 days of receipt. b. Product has sustained damage in transit, which was found when being unpacked and checked with the presence of the courier. c. Misrepresentation of the product purchased based on original description of the product. d. Manufacturing defect(s).

2. Refund can be requested under one of the following conditions: a. When not being used, manufacturing defect of the product was found within 7 days of receipt. b. Product is unopened and unused in original packaging within 7 days of receipt. c. Product has been exchanged once but still has manufacturing defect.

3. Refund and/or Exchange cannot be requested under one of the following conditions: a. Customer did not immediately report damage sustained in transit of the product. b. Refund or exchange is requested after 7 days (the actual date may vary according to local laws and regulations) of purchase (since the actual date the product received). c. Product sent in for refund or exchange not including all original accessories, attachments and packaging, or with damage on any part of the product. d. Legal proof-of-purchase or receipts are unable to be provided, or have been forged or tampered. e. Product held no manufacturing defects after testing made by DJI Technical Support or EZDrone Inc. f. Crash or burning caused by non-manufacturing defects, as well as any damage caused by unauthorized modification, entry of foreign body (water, oil, sand, etc.), improper installation or operation. g. Labels, Serial Numbers, waterproof mark, false proof mark, etc. show signs of tampering or altering. h. Damage caused by external factors, including but not limited to: fire, flood, high wind strength and lightning strike.